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INDIA NON JUDICIAL

Government of Karnataka

Rs. 2,500

e-Stamp

Certificate No.	:	IN-KA05397697334083Q
Certificate Issued Date	:	20-Jul-2018 01:02 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ YELAHANKA2/ KA-BN
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0851839236570031Q
Purchased by	:	NISCHAL CONSTRUCTION
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	NISCHAL CONSTRUCTION
Second Party	:	EXECUTIVE ENGINEER BBMP BYTARAYANAPURA DIVISION
Stamp Duty Paid By	:	NISCHAL CONSTRUCTION
Stamp Duty Amount(Rs.)	:	2,500 (Two Thousand Five Hundred only)

MAHAVIGI VEMANA SOUHARDA PATTINA SAHAKARI NIYAMITHA YALAHANKA

Please write or type below this line

AGREEMENT

Job amount: 228.00 lakhs **AGR/ No. EE/BTP/AG/ 71 /18-19**

This agreement made on this 26 day of July 2018 Between the **Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bellary Road, Byatarayanapura, Bangalore – 92, on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore.** (hereinafter called "the Employer") of the one part and **M/s. Nischal Constructions, Sri. Naveen rao N, No. 363, 10th main, 1st Cross, Sampigelayout, Vijayanagara, Bangalore – 560 079** (hereinafter called "the Contractor") of the other part.

Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
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Where as the Employer is desirous that the Contractor execute the work of **Package-2, includes 3 works of Rs. 228.00 lakhs.** 1) **Desilting and repairs to side walls of storm water drain from Byatarayanapura Ayyappa temple road to Bata showroom (near NH-7 Bellary road) from L and T Compound to Venkatesh Reddy house Byatarayanapura, from Kriyanna House to Mandi Appaiah Farm House and from Gullappa Nursery (NH-7) to Amurthahalli Lake in ward No.07, Byatarayanapura. 2) Construction and improvements of toilets in Kempura, Yogeshnagara, Amruthanagara and surrounding areas in ward No. 07, Byatarayanapura.3) Improvements of burial grounds and crematorium in ward No.07, Byatarayanapura.** Indent No. **28580** (Hereinafter called the works") and the Employer has accepted the tender by the contractor for the execution and completion of such works and the remedying of any defects therein at a contract price of Rs. **2,28,07,687.21 (Rupees Two crore Twenty Eight Lakhs Seven Thousand Six Hundred Eighty Seven and paise Twenty One only)** Which works out 12.00% Above **CSR and FSD of amount 5% FSD amount of Rs. 11,41,000/- paid through FDR No. 736888 Dt: 19/07/2018, Canara Bank, Vijayanagara branch. Valid upto 20.07.2019.**

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORT&H (IV th Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BBMP on his own cost in presence of Engineer / consultants appointed by BBMP
5. Works costing more than Rs.10 Lakhs are subject to third party test and the cost of the same shall be borne by the contractor.
6. For Asphalting works i.e., BM and BC those who own their hot mix plant 40-60 TPH & mechanical paver only shall apply. Further Details of the Work can be obtained from the Office of the Executive Engineer Byatarayanpura Division, BBMP office, Byatarayanpura Bangalore –92.
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data
   - v) Specifications;
   - vi) Drawings;
   - vii) Bill of quantities; and
   - viii) Any other document listed in the Contract Data as forming part of the contract.
7. The contractor shall complete the said work to the satisfaction of the BBMP within 4 Months from the date of entrustement of the work including monsoon period. Defect labiality of this work is 3 Years.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of
was hereunto affixed in the presence of : 1)_____

2)_____

Signed, Sealed and Delivered by the said Executive Engineer, Byatarayanapura Division,

Yalahanka Zone, Bruhat Bangalore Mahanagara Palike.

Binding Signature of Contractor _____

In the presence of :

Binding Signature of Employer:

Executive Engineer
Byatarayanapura Division,
B,B,M,P. Bangalore –92.

25/07

25/07